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I hereby certify that this correspondence is being facsimile transmitted to the U.S. Patent and Trademark Office (fax no. 571-273-8300) on April 23, 2007.

Sharon Brade

Regarding the following Application:

Applicants: TRIBELSKY, Zamir et al. Examiner: Not yet Assigned

Serial No./ Patent No.: 10/566,992 Group Art Unit: Not yet Assigned

Filed/Issued Date: February 2, 2006 Attorney Docket No.: P-7785-US

Title: IN-LINE TREATMENT OF LIQUIDS AND GASES BY LIGHT IRRADIATION

Please find:

- | | |
|---|--|
| 1. <input type="checkbox"/> Provisional Cover Sheet | 9. <input type="checkbox"/> Response to Notice to File Missing Parts |
| 2. <input type="checkbox"/> Utility Patent Application Transmittal | 10. <input type="checkbox"/> Response to Notice of Incomplete Reply |
| 3. <input type="checkbox"/> RCE Transmittal Sheet | 11. <input type="checkbox"/> Request for Correction of Filing Receipt |
| 4. <input type="checkbox"/> Fee Transmittal Sheet | 12. <input type="checkbox"/> Information Disclosure Statement including: - Form PTO/SB/08 and references _____ |
| 5. <input type="checkbox"/> Patent Application Under 35 USC 111(a) | 13. <input type="checkbox"/> Preliminary Amendment |
| <input type="checkbox"/> Provisional Patent Application Under 35 USC 111(b) | 14. <input type="checkbox"/> Response to Office Action dated _____ |
| <input type="checkbox"/> Transmittal Sheet for Entering National Phase Containing: ____ Pages of Specification ____ Pages of Claims ____ Page of Abstract ____ Pages of Formal Drawings ____ Pages of _____ | 15. <input type="checkbox"/> Petition for a One Month(s) Extension of Time |
| 6. <input type="checkbox"/> Signed Declaration & Power of Attorney | 16. <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Appeal Brief _____ |
| 7. <input type="checkbox"/> Request for Correction of Recordation of Assign. and: - Recordation Cover Sheet - Copy of Notice of Recordation of Assign. | 17. <input type="checkbox"/> Issue Fee Transmittal <input type="checkbox"/> Publication Fee |
| 8. <input type="checkbox"/> Recordation of Assign. Cover Sheet & Signed Assign. | 18. <input type="checkbox"/> Submission of Formal Drawings: Two sets of ____ Sheets containing Figs. _____ |
| | 19. <input type="checkbox"/> Copy of Priority Doc. |
| | 20. <input type="checkbox"/> Claim for Convention Priority |
| | 21. <input type="checkbox"/> Revocation and Power of Attorney, including: - Statement Under 37 CFR 3.73(b) - Copy of Assignment |
| | 22. <input checked="" type="checkbox"/> Other: <u>Renewed Petition to Add Inventors under 37 CFR 1.497(d) and to Suspend the Rules under 37 CFR 1.183 and Revised Petition under 37 CFR 1.47</u> |

Attorney Docket No.: P-7785-US

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE RECEIVED
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APR 23 2007

Applicants: TRIBELSKY, Zamir et al.

Serial No: 10/566,992 Examiner: Not yet Assigned

Filed: February 2, 2006 Group Art Unit: 1724

Title: IN-LINE TREATMENT OF LIQUIDS AND GASES BY LIGHT
IRADIATION**RENEWED PETITION TO ADD INVENTORS UNDER 37 CFR 1.497(d)**
AND TO SUSPEND THE RULES UNDER 37 CFR 1.183Commissioner for Patents
P. O. Box 1450
Alexandria, VA 22313-1450

Sir:

In response to a decision dated February 26, 2007, on previously filed petition under 37 CFR 1.48(a) applicants hereby petition to add inventors under 37 CFR 1.497(d) and for suspension of rules under 1.183.

Said decision acknowledges that previously filed petition to add inventors fulfills the requirements of section 1.497(d) (1), (2) and (4). However, the decision dismissed the petition on grounds that it did not satisfy the requirement to provide assignee consent as set forth in 1.497(d) (3).

I. Background

At the time of the original petition (and as of the date of this filing), no assignment has been signed by the inventor of record. Despite previous obligations to do so, the originally named inventor is refusing to sign the assignment and the declaration, and is in fact the subject of a concurrent petition under 37 CFR 1.47.

Consequently, the assignee does not have a signed assignment by the *original* inventor to accompany the assignee consent and the necessary 3.73(b) statement, and accordingly, no consent of assignee was deemed to be required.

II. Consent of Atlantium Technologies, Ltd. is Provided

Nevertheless, in order to cure the alleged deficiencies pointed out in the decision, Atlantium Technologies, Ltd., which has a legal interest in the present application, hereby submits this revised petition including the consent of the assignee, **Atlantium Technologies, Ltd.** and a statement under 37 CFR § 3.73.

A brief explanation of the chain of title of the interest in the present application follows:

APR 23 2007

As shown in the (redacted) copy of the employment agreement (Section 3 of Appendix B) between Zamir Tribelsky, the original inventor, and Atlantium Lasers (Israel) Ltd., any invention made by the Mr. Tribelsky during the course of his employment is the sole property of Atlantium Lasers (Israel) Ltd.

Attached is an assignment (nunc pro tunc) from Atlantium Lasers (Israel) Ltd. to Atlantium Lasers, Ltd.

Also attached is an assignment from Atlantium Lasers, Ltd. to Atlantium Technologies, Ltd.

Accordingly, Atlantium Technologies, Ltd. is the owner of right, title and interest in the present invention, and provides its consent to this petition.

III. In the Alternative, Applicants Petition to Waive Rules


In the alternative, and in light of the facts and documents described above, if the available documents are held to be insufficient or unacceptable, applicants hereby petition the Commissioner to waive Rule 1.497(d)(3), which requires the assignee consent, and grant the petition under 1.497(d) to add inventors.

IV. Petition to Add Inventors

Please add Ytzhak Rozenberg, Uri Levy and Joseph Rabani as inventors to the above-identified patent application. Statements that the omission was made by error, without deceptive intent on the part of the omitted inventors are attached herewith, along with the Declarations of the omitted inventors.

This is a petition to add inventors to a pending patent application pursuant to 37 CFR 1.497(d), and to suspend the rules under 37 CFR § 1.183 for which a fee of \$130.00 is due. Please charge Deposit Account No. 50-3355 for this fee, as well as any additional fees due. A duplicate of this Petition is included for this purpose.

Respectfully submitted,


Guy Yonay
Attorney/Agent for Applicants
Registration No. 52,388

Dated: April 23, 2007

Pearl Cohen Zedek Latzer, LLP
1500 Broadway, 12th Floor
New York, New York 10036
Tel: (646) 878-0800
Fax: (646) 878-0801

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Attorney Docket No.: P-7785-LIS

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): TRIBELSKY, Zamir et al.
Serial No: 10/566,992 Examiner: Not yet Assigned
Filed: February 2, 2006 Group Ari Unit: Not yet Assigned
Title: IN-LINE TREATMENT OF LIQUIDS AND GASES BY LIGHT IRRADIATION

ASSIGNEE CONSENT

I, Ilan WILF, am the CEO of Atlantium Technologies Ltd., which is the assignee of U.S. Patent Application Serial Number 10/566,992, filed February 2, 2006 for IN-LINE TREATMENT OF LIQUIDS AND GASES BY LIGHT IRRADIATION.

In that capacity, I hereby give my consent to the addition of Yitzhak ROZENBERG, Uri LEVY and Joseph RABANI as inventor(s) to this application.

Attached please find a Statement under 37 CFR 3.73(b).

I hereby further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statement may jeopardize the validity of the application of any patent issued thereon.

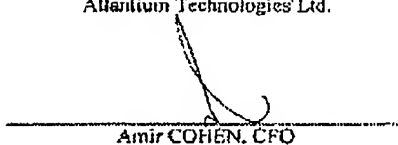


Ilan WILF, CEO

Atlantium Technologies Ltd.

22/04/07

Date: (day/month/year)



Amir COHEN, CFO

Atlantium Technologies Ltd.

22/04/07

Date: (day/month/year)

PTO/SB/95 (4-03)

Approved for use through 09/30/2000, OMB 0631-0031

Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

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STATEMENT UNDER 37 CFR 3.730(i)Applicant/Patent Owner: **TRIBELSKY, Zamir et al.**Application No./Patent No.: **10/566,992**Filed/Issue Date: **February 2, 2006**Entitled: **IN-LINE TREATMENT OF LIQUIDS AND GASES BY LIGHT IRRADIATION**

Atlantium Technologies Ltd., a Corporation

(Name of Applicant)

(Type of Applicant, e.g., corporation, partnership, university, government agency, etc.)

States that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of an undivided part interest

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s) of the patent application/patent identified above, to the current assignee as shown below:

1. From: **Zamir TRIBELSKY** To: **Atlantium Lasers (Israel) Ltd.**
 The document was recorded in the Patent and Trademark Office at
 Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: **Atlantium Lasers (Israel) Ltd.** To: **Atlantium Lasers Ltd.**
 The document was recorded in the Patent and Trademark Office at
 Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: **Atlantium Lasers Ltd.** To: **Atlantium Technologies Ltd.**
 The document was recorded in the Patent and Trademark Office at
 Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

(NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the PTO. See MPEP 302-302.8.)

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

22/4/07
 Date

Signature

Signature

Ilan WILF

Amir Cohen

Typed or printed name

Typed or printed name

CEO

CFO

Title

Title

Burden Hour Statement: This form is estimated to take 0.7 hours to complete. Time will vary, depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, DC 20231. (DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.)

EMPLOYMENT AGREEMENT

Duly made and executed on this 13th day of March, 2003

This Employment Agreement (this "Agreement") is entered by and between Atlantium Lasers (Israel) Ltd. with offices at Sofer Bldg., area 33, Har-Tov Industrial Area, Beit Shemesh, Israel (the "Company")

on the first part

and Zamir Tribelsky, I.D. No. 058481144 residing at 12/4 Hasnunit St. Duchiphat Av. Mevaseret Tzion
90805 (the "Executive") on the other part

on the other part

WHEREAS the Company desires to employ the Executive pursuant to the terms and conditions set forth herein and the Executive desires to enter into such employment.

NOW, THEREFORE, the parties hereto agree as follows:

1. EMPLOYMENT

1.1. The Executive's employment commenced on January 1st, 2003 (the "Commencement Date"). The Executive shall be employed full time in the position of the Chief Technology Officer of the Company, Atlantium Lasers, Inc (the "Parent") and Atlantium Lasers Limited ("ALL") or any other position of the same nature, as shall be agreed between the Executive and the Company, the Parent or ALL. The Executive undertakes to perform such duties and responsibilities as may be assigned to him by the Company, the Parent and ALL from time to time. The Executive shall report and be subordinated to the Board of Directors of the Company, the Parent and ALL.

1.2. Excluding periods of vacation in accordance with this Agreement, sick leave and military reserve service to which the Executive is entitled or required, the Executive undertakes to devote his full time, attention, skill, and effort exclusively to the performance of his duties in the Company, the Parent and ALL and undertakes not to engage, whether as an employee or otherwise, in any business, commercial or professional activities, whether or not for compensation, during his employment, including after work hours, on weekends, or during vacation time, without the prior written consent of the Company, the Parent and ALL. Notwithstanding the above, it is agreed by the parties that the Executive may continue to be a member in nonprofit and/or scientific organizations and may continue during after- work hours to pursue artistic and personal interest activities, in each case, as long as such membership and/or activities do not derogate from his commitment and the performance of his duties according to this Agreement. For the avoidance of any doubt, nothing contained herein shall derogate from the Executive's undertakings as specified in Appendix B attached hereto.

1.3. This Agreement may be terminated by either party at any time and for any reason by giving the other party hereto six (6) months prior written notice of such termination (the "Notice Period").

1.4. Notwithstanding anything to the contrary in Section 1.3 above, the Company may immediately cease the Executive's employment and may shorten all or part of the Notice Period, regardless of whether notice of termination was given by the Company or by the

Executive, and in such event the Executive shall be entitled to receive sum equal to his Salary and all other contractual benefits for the relevant Notice Period, as provided in Appendix A attached hereto, as if the Executive were to continue to be employed by the Company for the duration of the Notice Period.

- 1.5. Notwithstanding anything to the contrary herein, the Company may terminate the Executive's employment for Cause without advance notice and without derogating from any remedy to which the Company may be entitled. A termination for "Cause" is a termination due to (i) the Executive's conviction of any felony related to the business or reputation of the Company or Parent or in connection with the Executive's Services; (ii) the Executive's embezzlement of funds of the Company or the Parent; (iii) any breach of trust between the Executive and the Company, the Parent or ALL or any Affiliate of any of the foregoing (with the term "Affiliate" being defined as any entity which controls, is controlled by or under common control with the relevant entity, and for such purpose the term "control" means the holding of a majority of the voting power in the relevant entity) in accordance with the Israeli law. In making the determination under clause (iii) above the Board of the Company shall act in good faith and in customary manner (as such terms are defined under Israeli law).
- 1.6. For the avoidance of doubt, it is hereby clarified that in any proceedings concerning the question whether the Agreement was terminated by the Company for Cause the burden of proof to demonstrate Cause shall be on the Company.
- 1.7. The Executive shall have no right for a lien on any of the Company's or Parent's assets, equipment or any other material including car and cellular phone if applicable and including information or Confidential Information as defined in Exhibit B attached to this agreement (hereinafter the "Company's Equipment") in its possession. Subject to the provisions of Appendix A hereunder, the Executive shall return to the Company and Parent all of the Company's Equipment in its possession no later than the day of termination of Executive-employer relationship and prior to any vacation of more than 30 days or within 7 days after the Company's or Parent's demand.

2. SPECIAL AGREEMENT

It is agreed between the parties that this Agreement is a personal agreement, and that the position the Executive is to hold within the Company is a management position which requires a special measure of personal trust, as such terms are defined in the Working Hours and Rest Law 5711 - 1951, as amended (the "Law"). The provisions of any collective bargaining agreement which exist or shall exist do not, and will not, apply to the employment of the Executive, whether such agreement was signed among the government, the General Federation of Labor and Employers organizations, or any of such parties, or whether signed by others, in relation to the field or fields of the business of the Company or in relation to the position held by or the profession of the Executive. In light of this relationship of trust, the provisions of the Law, or any other law which may apply, will not apply to the performance by the Executive of his duties hereunder. Thus, the Executive may be required, from time to time and according to the work load demanded of him, to work beyond the regular working hours and the Executive shall not be entitled to any further compensation other than as specified in this Agreement and the Appendixes hereto.

3. COMPENSATION

In consideration for the performance of his duties, the Executive shall be entitled to the compensation set forth in Appendix A attached hereto.

4. NON DISCLOSURE, COMPETITIVE ACTIVITY AND OWNERSHIP OF INVENTIONS

Simultaneously with the signing of this Agreement the Executive shall sign the Non-Disclosure, Unfair Competition and Ownership of Inventions undertaking in favor of the Company, the Parent and any other subsidiary of the Company, attached hereto as Appendix B.

5. REPRESENTATIONS AND UNDERTAKINGS

The Executive represents and undertakes all of the following:

- 5.1. There are no other undertakings or agreements preventing him from committing himself in accordance with this agreement and performing his obligations hereunder.
- 5.2. To the best of his knowledge: (i) he is not currently, nor will he by entering into this Agreement be deemed to be, violating any rights of his former employer; and (ii) he is not currently, nor will he by entering into this Agreement be deemed to be, in breach of any of his obligations towards his former employer.
- 5.3. He shall inform the Company, immediately upon becoming aware, of every matter in which he or his immediate family has a personal interest and which might give rise to a conflict of interest with his duties under the terms of his employment.
- 5.4. In carrying out his duties as CTO under this Agreement, the Executive shall not make any representations or give any guarantees on behalf of the Company, except as expressly and in advance authorized so to do.
- 5.5. The Executive acknowledges and agrees that from time to time he may be required by the Company to travel and stay abroad as part of his duties towards the Company.
- 5.6. He shall not receive any payment and/or benefit from any third party, directly or indirectly in connection with his employment. In the event the Executive breaches this Sub-section, without derogating from any of the Company's right by law or contract, such benefit or payment shall become the sole property of the Company and the Company may set-off such amount from any sums due to the Executive.
- 5.7. Subject to the provisions of Appendix A hereunder, the Executive undertakes to use the Company's Equipment and facilities only for the purpose of his employment. The Executive acknowledges that the Company is permitted to have access to any files and transmissions stored or held in the Company's computers and that such content is owned by the Company.
- 5.8. In any event of the termination of this Agreement, the Executive shall cooperate with the Company and use his best efforts to assist with the integration into the Company's organization of the person or persons who will assume the Executive's responsibilities.

6. GENERAL PROVISIONS

- 6.1. This Agreement and all Appendixes attached hereto constitute the entire agreement between the parties hereto and supersedes all prior agreements, proposals, understandings and arrangements, if any, whether oral or written, between the parties hereto with respect to the subject matter hereof. Any amendment to this Agreement must be agreed to in writing by both parties.
- 6.2. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel and the sole and exclusive place of jurisdiction in any matter arising out of or in connection with this Agreement shall be the regional labor court in Tel-Aviv.
- 6.3. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or sent by registered mail, postage prepaid, addressed to the respective addresses set forth below or last given by each party to the other, except that notice of change of address shall be effective only upon receipt. The initial addresses of the parties for purposes of this Agreement shall be as follow:

The Company: Sofer Bldg., area 33, Har-Tov Industrial Area

Beit Shemesh

The Executive: 12/4 Hasnunit St. Duchiphat Av.

Mevasseret Tzion 90805

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

Atlantium Lasers (Israel) Ltd.

By: M. Bar

Title: CEO

ZAMIR TRIBELSKY

APPENDIX A
COMPENSATION

1. Salary.

REDACTED

2. Insurance Policies.

REDACTED

REDACTED

3. Further Education Fund ("Keren Hishtalmut").

REDACTED

4. Vacation and Sick Leave.

REDACTED

REDACTED

5. Vehicle.

REDACTED

6. Business Expenses.

REDACTED

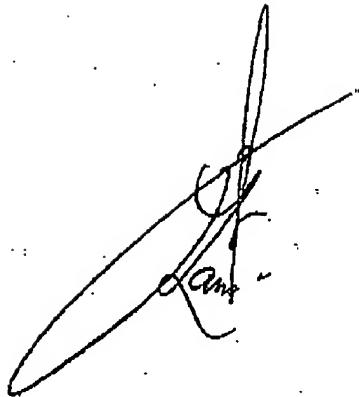
7. Taxes.

REDACTED

8. Personal Loan.

REDACTED

REDACTED

A handwritten signature in black ink, appearing to be "Am", is written over a large, faint, diagonal watermark or background mark.

APPENDIX B

THIS UNDERTAKING ("Undertaking") is entered into as of the 13th day of March, 2003, by Zamir Tribelsky, ID No. 058481144, an individual residing at 12/4 Hasnunit St. Duchiphat Av. Mevaseret Tzion 90805, Israel (the "Executive").

WHEREAS the Executive wishes to be employed by Atlantium Lasers (Israel) Ltd., an Israeli company (the "Company"); and

WHEREAS the Company wishes to employ the Executive, subject to his executing this Undertaking in the Company's favor.

NOW, THEREFORE, the Executive undertakes and warrants towards the Company and any subsidiary and parent company of the Company as follows:

1. Confidential Information.

- 1.1. The Executive acknowledges that he will have access to confidential and proprietary information, including information concerning activities of the Company and any of its subsidiaries and affiliated companies, including, without limitation, Atlantium Lasers Inc. and Atlantium Lasers Limited (collectively, the "Group"), and that he will have access to technology regarding the product research and development, patents, copyrights, customers (including customer lists), marketing plans, strategies, forecasts, trade secrets, test results, formulae, processes, data, know-how, improvements, inventions, techniques and products (actual or planned) of the Group. Such information in any form or media, whether documentary, written, oral or computer generated, shall be deemed to be and referred to herein as "Proprietary Information".
- 1.2. During the term of his employment or at any time after termination thereof for any reason, the Executive shall not disclose to any person or entity without the prior consent of the Company any Proprietary Information, whether oral or in writing or in any other form, obtained by the Executive while in the employ of the Company (including, but not limited to, the processes and technologies utilized and to be utilized in the Group's business, the methods and results of the Group's research, technical or financial information, employment terms and conditions of the Executive and other Group's employees or any other information or data relating to the business of the Group or any information with respect to any of the Group's customers).
- 1.3. Proprietary Information shall be deemed to include any and all proprietary information disclosed by or on behalf of the Group irrespective of form, but excluding information that has become a part of the public domain not as a result of a breach of this Undertaking by the Executive.
- 1.4. The Executive agrees that all memoranda, books, notes, records (contained on any media whatsoever), charts, formulae, specifications, lists and other documents made, compiled, received, held or used by the Executive while in the employ of the Company, concerning any phase of the Group's business or its trade secrets (the "Materials"), shall be the Company's sole property and all originals or copies thereof shall be delivered by the Executive to the Company upon termination of the Executive's employment or at any

earlier or other time at the request of the Company, without the Executive retaining any copies thereof.

2. Unfair Competition and Solicitation.

The Executive acknowledges that the provisions of this Undertaking are reasonable and necessary to legitimately protect the Company's Proprietary Information, its property (including intellectual property) and its goodwill (the "Company's Major Assets") and is reasonable, also in light of Executive's significant shareholding in Parent. The Executive further acknowledges that he has carefully reviewed the provisions of this Undertaking, he fully understands the consequences thereof and he has assessed the respective advantages and disadvantages to him of entering into this Undertaking.

In light of the above provisions, the Executive undertakes:

- 2.1. That during the term of his employment in the Company and for a period thereafter which is equal to the Restricted Period (as defined below), he shall not engage, establish, open or in any manner whatsoever become involved, directly or indirectly, either as an employee, owner, partner, agent, shareholder, director, consultant or otherwise (all together - to "Act"), in any business, occupation, work or any other activity (all together - the "Activity") which is reasonably likely to involve or require the use of any of the Group's Major Assets or to be otherwise competitive, directly or indirectly with the business of the Group as conducted or contemplated to be conducted at such time. For the avoidance of any doubt, and notwithstanding the aforesaid, in the event that after termination of employment Executive engages in any Activity which at such time is not reasonably likely to involve or require the use of any of the Group's Major Assets or to be otherwise competitive, directly or indirectly with the business of the Group as conducted or contemplated to be conducted at such time, however, subsequently, the Company engages or contemplates to be engaged in the same Activity in which Executive at such time already takes part, then the restriction included in this Section 2.1 shall not apply to such Activity. In addition, in the event that the Company contemplates to engage in a new business not previously pursued by the Company and Executive informs the Company in writing within one month after the Company's decision to pursue such new business, that he does not wish to participate in such new business activity within the Company and that accordingly he terminates his employment agreement, then, without limitation of the provisions of his employment agreement concerning termination, from the date of the effective termination of employment, the restriction included in this Section 2.1 shall not apply to the new activity proposed to be conducted by the Company.
- 2.2. That during the term of his employment in the Company and for a period thereafter which is equal to the Restricted Period, not to induce any employee, consultant, supplier or customer of the Group to terminate its relationships therewith.
- 2.3. The Restricted Period shall be as follows: (i) three years, in the event of termination of the employment agreement during the first year of employment, (ii) two years, in the event of termination of the employment agreement during the second and third year of employment, and (iii) one year, in the event of termination of the employment agreement during the fourth year of employment and thereafter.

3. Ownership of Inventions.

All information, improvements, inventions, formula, processes, techniques, know-how and data, whether or not patentable, made or conceived or reduced to practice or learned by the Executive, either alone or jointly with others, during the Executive's employment with the Company (including after hours, on weekends or during vacation time) and which relate directly or indirectly to the Company's then current business or to the business then contemplated to be conducted by the Company (all such information, improvements, inventions, formulae, processes, techniques, know-how, and data are hereinafter referred to as the: "Inventions" or "Invention"), shall be the sole property of the Company and its assignees immediately upon discovery, receipt or invention as applicable. For the avoidance of doubt, any Invention concerning a matter that at the time the Invention was conceived or developed was not within the Company's current or contemplated business, shall not be required to be assigned to the Company hereunder. The Executive shall promptly notify the Company of any Invention covered hereby, shall notify to the Company as to when such Invention will be completed with a relevant technical data, shall do his utmost to complete such technical data speedily; and shall coordinate, teach, instruct, supervise and ensure proper communication thus generated timely attended to the maximum benefit of the Company.

Notification of the Inventions shall be in writing, supplemented with a detailed description of the Invention and the relevant documentation. The Executive agrees that all the Inventions shall be the sole property of the Company and its assignees, and the Company and its assignees shall be the sole owner of all patents and other rights in connection with such Inventions. The Executive hereby assigns to the Company any rights the Executive may have or acquire in such Inventions. In order to avoid any doubt, it is hereby clarified that a lack of response from the Company with respect to the notification of the Invention, shall not be considered a waiver of ownership of the Invention, and in any event the Invention shall remain the sole property of the Company.

The Executive further agrees as to all such Inventions to assist the Company, or any persons designated by it, in every proper way to obtain and from time to time enforce such inventions in any way including by way of patents over such Inventions in any and all countries, and to that effect the Executive will execute all documents for use in applying for and obtaining patents over and enforcing such Inventions, as the Company may desire, together with any assignments of such Inventions to the Company or persons or entities designated by it.

The Executive shall not be entitled, with respect to all of the above, to any monetary consideration or any other consideration except as explicitly set forth in Appendix A hereto, or in any other written agreement or arrangement signed by the Company. With respect to all of the above any, oral understanding, communication or agreement not duly signed by the Company shall be void.

4. General.

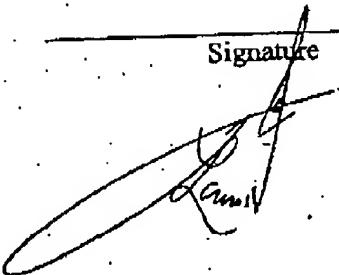
- 4.1. The Executive acknowledges that the provisions of this Undertaking serve as an integral part of the terms of his employment and reflect the necessary requirements of the Company in order to protect its legitimate interests with respect to the subject matter hereof. If any provision of this Undertaking (including any sentence, clause or part thereof) shall be adjudicated to be invalid or unenforceable, such provision shall be deemed amended to delete therefrom the portion thus adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made. In addition, if any particular provision contained in this undertaking shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be

construed by limiting and reducing the scope of such provision so that the provision is enforceable to the fullest extent compatible with applicable law.

- 4.2. The provisions of this Undertaking shall continue and remain in full force and effect following the termination of the employment relationship between the Company and the Executive for whatever reason. This Undertaking shall not serve in any manner as to derogate from any of the Executive's obligations and liabilities under any applicable law.

Zamir Tribelsky

Signature



Docket No.: P-7785-US**ASSIGNMENT**

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the Receipt of which is hereby acknowledged, we the undersigned, Atlantium Lasers (Israel) Ltd., an Israeli Company, located at Sofer Building, area 33, Har-Tov Industrial Area, Beit Shemesh, Israel

Hereby, *nunc pro tunc*, as of the date of August 4, 2003, sell, assign and transfer to Atlantium Lasers Ltd., residing at Arch. Makarion III, 2-4 Capital Center, 9th Floor, P.C. 1505, Nicosia, Cyprus, its successors, assigns and legal representatives (hereinafter, the "Assignee"), the entire right, title and interest for all countries, in and to any and all inventions which are disclosed and claimed, and as possessed by the undersigned, any and all inventions which are disclosed but not claimed in the application for United States Patent U.S. Serial No. 10/566,992 filed February 2, 2006 and is entitled

IN-LINE TREATMENT OF LIQUIDS AND GASES BY LIGHT IRRADIATION

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for U.S. Letters Patent or other related property rights in any and all foreign countries which have been or shall be filed on any of said inventions disclosed in said application; and in and to all original and reissued patents or related foreign documents which have been or shall be issued on said inventions;

Authorize and request the Commissioner of Patents of the United States to issue to said Assignee, the corporation above named, its successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said inventions or any of them disclosed in said application;

Agree that said Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the under-signed or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute,


- 1 -

Docket No.: P-7785-US

renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

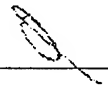
COVENANT with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Executed by: [Assignor's name] (Signature)
Atlantium Lasers (Israel) Ltd. (Name)
(Position)




COHEN AMIR

CEO

Witness: (Signature)


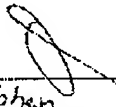
Yael Cohen (Name)
Beit Sofri 32, Har-Tuv A (Address)
92 04 07 (Date)
(day / month / year)

Executed by: [Assignee's name] (Signature)
Atlantium Lasers Ltd. (Name)
(Position)



COHEN AMIR

CEO

Witness: (Signature)


Yael Cohen (Name)
Beit Sofri 32, Har-Tuv A (Address)
92 04 07 (Date)
(day / month / year)

Docket No.: P-7785-US**ASSIGNMENT**

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the Receipt of which is hereby acknowledged, I the undersigned, Atlantium Lasers Ltd., residing at Arch. Makariou III, 2-4 Capital Center, 9th Floor, P.C. 1505, Nicosia, Cyprus

Hereby sell, assign and transfer to Atlantium Technologies Ltd., an Israeli company located at 33 A. Sofri, Har-Toov, P.O.B 11071, Beit-Shean 99100, Israel, its successors, assigns and legal representatives (hereinafter, the "Assignee"), the entire right, title and interest for all countries, in and to any and all inventions which are disclosed and claimed, and as possessed by the undersigned, any and all inventions which are disclosed but not claimed in the application for United States Application No. 10/566,992, which is a National Phase Application of PCT International Application No. PCT/IL2004/000717, PCT International filing date August 4, 2004 and is entitled:

IN-LINE TREATMENT OF LIQUIDS AND GASES BY LIGHT IRRADIATION

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for U.S. Letters Patent or other related property rights in any and all foreign countries which have been or shall be filed on any of said inventions disclosed in said application; and in and to all original and reissued patents or related foreign documents which have been or shall be issued on said inventions;

Authorize and request the Commissioner of Patents of the United States to issue to said Assignee, the corporation above named, its successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said inventions or any of them disclosed in said application;

Agree that said Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the under-signed or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful

- 1 -

Docket No.: P-7785-US

oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

COVENANT with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

| | |
|---|--|
| FULL NAME OF ASSIGNOR: Atlantium Lasers Ltd. | FULL NAME OF WITNESS: Yael Cohen |
| SIGNATURE OF ASSIGNOR: | SIGNATURE OF WITNESS: |
| DATE: <u>22/04/07</u> (day / month / year) | ADDRESS OF WITNESS: Beit sofri 33, Har-Tuva A |

| | |
|---|--|
| FULL NAME OF ASSIGNEE: Atlantium Technologies Ltd. | FULL NAME OF WITNESS: Yael Cohen |
| SIGNATURE OF ASSIGNEE: | SIGNATURE OF WITNESS: |
| DATE: <u>22/04/07</u> (day / month / year) | ADDRESS OF WITNESS: Beit sofri 33, Har-Tuva A |

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANTS: TRIBELSKY, Zamir et al. EXAMINER: Not yet Assigned

SERIAL NO. /
PATENT NO.: 10/566,992 GROUP ART UNIT: 1724

FILED / ISSUED: February 2, 2006 ATTORNEY DOCKET No.: P-7785-US

FOR: IN-LINE TREATMENT OF LIQUIDS AND GASES BY LIGHT IRRADIATION

Mail Stop Petition
Commissioner for Patents
P. O. Box 1450
Alexandria, VA 22313-1450

REVISED PETITION UNDER 37 C.F.R. §1.47

Sir:

Applicants hereby petition to proceed with prosecution of the above-mentioned application without signature of the inventor Zamir Tribelsky. As set forth in the statement of Amir Cohen, despite repeated attempts to contact the non-signing inventor and persuade him to sign the declaration, he has refused to do so.

Submitted with this petition in support thereof, are the following:

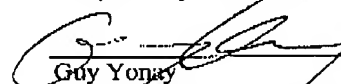
- ☒ Statement of Amir Cohen in Support of the Petition under 37 C.F.R. 1.47 reciting the relevant facts; and
- ☒ A Fee under 37 C.F.R. §1.17(g).

The last known address of the non-signing inventor, Zamir Tribelsky, is: 49 HaDror Street, Mevaseret - Tzion, Israel 90805.

No fees additional to the fee under 37 C.F.R. §1.47 are believed to be due, however, if any such additional fees are due, the undersigned hereby authorizes the United States Patent and Trademark Office to charge the fees to Deposit Account No. 50-3355.

Should there arise any question or comments as to the form, content or entry of this Petition, the undersigned is available to be contacted at the telephone number below.

Respectfully submitted,


Guy Yonay
Attorney/Agent for Applicants
Registration No. 52,388

Dated: April 23, 2007
Pearl Cohen Zedek Latzer, LLP
1500 Broadway, 12th Floor
New York, New York 10036
Tel: (646) 878-0800
Fax: (646) 878-0801

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT(S): TRIBELSKY, Zamir et al. EXAMINER: Not yet Assigned

SERIAL NO.: 10/566,992 GROUP ART UNIT: 1724

FILED: February 2, 2006 ATTORNEY DOCKET No.: P-7785-US

FOR: IN-LINE TREATMENT OF LIQUIDS AND GASES BY LIGHT RADIATION

STATEMENT OF AMIR COHEN IN SUPPORT OF PETITION UNDER 37 C.F.R. §1.47

I, the undersigned, Amir Cohen, submit this declaration in support of a petition under 37 C.F.R. §1.47. The below is true and accurate to the best of my knowledge:

1. I am the Chief of Finance of Atlantium Technologies Ltd., which acquired the Intellectual Property of Atlantium Lasers Ltd. as of December 31, 2005.
2. The application is a National phase application of PCT International application No. PCT/IL2004/000717, International filing date, August 4, 2004. The International application was filed by Atlantium Lasers Ltd. naming only Mr. Zamir Tribelsky as an inventor.
3. The application entered the National phase on February 2, 2006 with the United States Patent and Trademark Office (the "USPTO"). An unexecuted declaration was filed upon filing the application adding Mr. Yitzhak Rosenberg, Mr. Uri Levy and Mr. Joseph Rabani as inventors.
4. On August 9, 2006, the USPTO mailed a Notice of Missing Parts, requiring applicants to file a signed declaration of the inventors and indicating that identified inventors are not listed on the International application.
5. In or about late August 2006, I received from our patent attorneys Pearl Cohen Zedek Latzer a declaration of the named inventors of the application to be executed in accordance with 37 C.F.R. 1.66 or 37 C.F.R. 1.68.
6. In or about mid-September 2006, I contacted Mr. Tribelski by telephone in order to coordinate the delivery of documents to sign in relation to this application and other applications including the declaration of the subject application to him. After several telephone calls, Mr. Tribelski told me to deliver the documents to Ms. Zvia Elmaliach, his secretary. Accordingly, I have arranged the delivery of the documents to her.
7. In or about early October 2006, Mr. Tribelski requested that the documents including the declaration be forwarded to his Attorney, Adv. Shlomi Sabag.

8. On October 18, 2006, I sent a letter to Adv. Shlomi Sabag (attached hereto as Exhibit A) attaching the relevant documents and requesting to return the signed documents back to me.
9. On November 1, 2006, I sent another letter to Adv. Shlomi Sabag (attached hereto as Exhibit B) attaching the relevant documents and specifically including therewith the patent applications as filed, including the subject application.
10. I received a letter dated December 3, 2006 from Adv. Shlomi Sabag (attached hereto as Exhibit C) confirming receipt of the documents, informing me that the documents are being examined with respect to our request to sign the documents.
11. In a telephone conversation held between Adv. Shlomi Sabag and myself in early December 2006, Adv. Shlomi Sabag informed me that Mr. Tribelski might consider signing the documents if he were to receive payment.
12. Mr. Tribelsky has never informed me of any objection to the addition of Mr. Yitzhak Rosenberg, Mr. Uri Levy and Mr. Joseph Rabani as inventors or any substantive reason for refusal to sign the declaration.
13. I have instructed our corporate attorney of Herzog, Fox & Neeman to approach Adv. Shlomi Sabag in this matter.
14. On December 10, 2006 Adv. Avi Raz sent a letter to Adv. Shlomi Sabag (attached hereto as Exhibit D1; an English translation of the letter is attached hereto as Exhibit D2) via facsimile and registered mail including copies of a Separation Agreement dated June 12, 2006 (attached hereto as Exhibit E) and a Non Compete Agreement dated June 12, 2006 (attached hereto as Exhibit F). In the letter, the legal obligations of Mr. Tribelski to sign the documents were stated.
15. To date, I have not received the signed declaration from Mr. Zamir Tribelsky or Adv. Shlomi Sabag.

I declare that the above is true and accurate to the best of my knowledge


Amir Cohen

Date 3/12/06

Exhibit A

(k'no)



Atlantium

Illuminating Water Technologies

October 18, 2006

Att: Shlomi Sabag, Adv.
Aaronsohn, Sher, Aboulafia, Amoday & Co., Law Offices
20 Lincoln St., Tel-Aviv 67134, Israel
Tel: 972-3-6250500 Fax: 972-3-6250501

Dear Shlomi

We have recently filed with the US Patent and Trademark Office, 3 patent applications, of which Mr. Zamir Tribelsky is an inventor.

As part of the application process, it is necessary to submit for each application two forms signed by the inventors.

The forms are as follows:

1) Declaration and Power of Attorney, in which the inventor declares that he is an inventor, and grants power of attorney to our lawyers in the U.S. who will be handling the patent prosecution.

2) Assignment, in which the inventor assigns his rights in the patent application to Atlantium Technologies Ltd.

As per Zamir Tribelsky's request, we hereby attach the following documents to be signed by Zamir:

- 1) Declaration and Power of Attorney for US application S/N 10/566,992 (attorney docket no.: P-7785-US)
- 2) Assignment for US application S/N 10/566,992
- 3) Declaration and Power of Attorney for US application S/N 10/566,983 (attorney docket no.: P-7784-US)
- 4) Assignment for US application S/N 10/566,983
- 5) Declaration and Power of Attorney for US application S/N 11/516,043 (attorney docket no.: P-8164-US)
- 6) Assignment for US application S/N 11/516,043

Kindly review, date and have Zamir sign these documents. The assignment documents should also be witnessed by another person. Please have the witness sign and fill in the necessary details.

Once signed, please return the signed documents to me.

I would appreciate your cooperation in the matter.

Please contact me if you need any further information.

Best Regards,
Amir Cohen
CFO

Exhibit B

1/2 nbo



November 1, 2006

Att: Shlomi Sabag, Adv.:
Aaronsohn, Sher, Aboulafia, Arnoday & Co., Law Offices
20 Lincoln St., Tel-Aviv 67134, Israel
Tel: 972-3-6250500 Fax: 972-3-6250501

Dear Shlomi

Following our letter to you on October 18, 2006 and following Mr. Zamir Tribelsky e-mail to Mr. Hanan Miron from October 27, 2006 in which he said that he have been asked to sign on some documents without showing him the applications, I have attached all the relevant documents that relates to the 3 applications.

I would appreciate if you can forward the documents to Zamir in order to enable him to sign on the documents forwarded to you on October 18.

Once signed, please return the signed documents to me.

I would appreciate your cooperation in the matter.

Please contact me if you need any further information.


Best Regards,
Amir Cohen
CFO

Exhibit C

2007

אחרונותן שר אבולעפיה אמודאי ושות' עורכי-דן
Aaronsohn Sher Aboulafia Amoday & Co. Law Offices

Gilead Sher
 Shmuel Aaronsohn
 David Aboulafia
 Ilan Amoday
 Amir Kaderi
 Ofir Tal
 Aviva Kolmas
 David Curtis
 Noa Shamir
 Jonathan Gillis
 Iris Elgar Kveller
 Tamara Kallie
 Michal Voliche
 Alon Bitan
 Shai Granot
 Merav Milo-Timer
 Shai Krin
 Efrim Schmidler
 Shmuel Press-Ben Haim
 Eyal Weisman
 Teli Ben-Simon
 Shmuel (Leberstein) Bar On
 Ronit Tal
 Dana Galim
 Dr. Shalva Kimchy
 Zion Yermach
 Shmuel Kozes
 Nira Levy
 Michael Kaplan Hachmon
 Eliza Hukuk
 Nitzan Ben-Gai
 Alon Goldhaber
 Amir Adika
 Ayala Schacter
 Adi Hamelri
 Shlomi Sabag
 Maya Maridor Shuler
 Louise Spornis
 Tomer Zarchin
 Revital Klein
 Shiraz Rozenik
 Sabrina Dadon-Bothol
 Asaf Rozenik
 Kfir Tobi
 Yael Avram
 Serit Shupsky-Rachamin
 Shlomo Hajbi
 Tali Varendstrand
 Tali Levi
 Danna Zlotin-Andreyev
 Nanmi Veselrid
 Inbar Raz
 Efrim Sagi

TEL-AVIV: 20 LINCOLN ST., TEL-AVIV 67134, TEL. (972-3) 6240500, FAX (972-3) 6250501
 JERUSALEM: 21 HERZOG ST., JERUSALEM 92187, TEL. (972-2) 5613677, FAX. (972-2) 5613678
 e-mail: offices@asaa-law.co.il www.asaa-law.co.il
 In affiliation with Wolf, Block, Schorr & Solis-Cohen LLP P.A. U.S.A.

of Counsel:
 Dalia Rabin
 Issack Westman (Partner)
 S.L. Klimist**

Tel-Aviv, December 3, 2006

Our Ref.: 9617/4

-without prejudice-

To:
 Mr. Amir Choen, Cfo.
 Atlantium Ltd.
 Har Tuv Industrial Park
 POB 11071 Bet Shemesh
 99100, Israel.

Via: Registered Mail and Fax: 02-9925005

Dear Amir,

RE: **ATLANTIUM DOCUMENTS**
 your letter dated on November 1, 2006 ("your letter")

1. I hereby confirm accepting your above-mentioned letter.
2. As explained to you in our telephone conversations, your letter and the documents attached to the letter, have been examining by our office and also have been transferred for examination to different experts.
3. Therefore, a formal response to your letter will be hopefully delivered to you, till the 11.12.06.
4. We also advise, in order to complete this issue, to arrange a meeting with all the relevant parties.

Faithfully Yours,

Shlomi Sabag, Adv.
 Aaronsohn Sher Aboulafia Amoday & Co.,
 Law Offices

* Also member of the New-York Bar
 ** Also member of the Michigan Bar

P:\WORD\DOCS\premi-prod-TET\9617-4\Letter to Amir 4.12.06.doc

Exhibit D1

2

1. ביום 18 באוקטובר, 2006, מר אמיר כהן, סמנכ"ל הכספים של מרשתי, העביר לידי מכתב מפורט הכולל 6 נספחים בנושא קניין רוחני של אטלנטיקס לחתימת מרשך (להלן: "המסמכים").

מצי"ב בנספח "א" למכתב זה, העתק מכתבו של מר אמיר כהן מיום 18 באוקטובר, 2006, ללא נספחים.

2. עד ליום מציבת המכתב דין – זה כבר למעלה מחודש ומחצה – מרשך טרם חתם על המסמכים והאם למרות שהיה עליו לעשות כן מכוח הסכמות הצדדים, כפי שמבא ביטויין, בין היתר, ב - Separation Agreement מיום 12 ביוני, 2006; וב - Non Compete Agreement מיום 12 ביוני, 2006 (להלן יחדיו: "ההסכמים").

3. לצורך זירוז חתימת מרשך על המסמכים מן הראוי להצות שימת לב מרשך לחלק מאותם הסעיפים בהסכמים אשר מלמדים כי על מרשך חלה החובה לחתום על המסמכים ללא דיחוי:

"9. **Undertaking By Zamir.** Zamir hereby undertakes to assist the Group, and to take any and all actions required of him by the Group for the fulfillment of Zamir's obligations under this Separation Agreement, including but not limited to Zamir's consent to amend any of the corporate governance agreements, such as the Shareholders Rights Agreement and Articles of Association of ALCY and the Stockholders Rights Agreement of ALUS. Further, Zamir undertakes to sign any written instrument related to intellectual property of the Group, or that is related to the governance of the Group." (See: section 9 of the Separation Agreement; emphasis added).

"3. **Ownership of Inventions**

... The Executive further agrees as to all such Inventions to assist the Company, or any persons designated by it, in every proper way to obtain and from time to time enforce such Inventions in any way including by way of patents over such Inventions in any and all countries, and to that affect the Executive will execute all documents for use in applying for and obtaining patents over and enforcing such Inventions, as the Company may desire, together with any assignments of such Inventions to the Company or persons or entities designated by it" (See: section 3 Appendix A to Non Compete Agreement).

4. כמו כן, חשבה כי אטלנטיקס אינה חבה בהעברת נספח אי התחרות (Non-Competition Compensation) למרשך עת מרשך אינו פועל על פי ההסכמים מפורטת, בין היתר, בהוראות סעיף 3 ל - Non Compete Agreement, המורות בדו הלשון:

3

"Breach of Covenants.

In the event that Zamir breaches any of the covenants or his obligations undertaken hereunder and/or in the Separation Agreement dated of even date herewith, including but not limited to disparagement of the Company or Group Released Parties (as defined in the Separation Agreement) and including but not limited to filing or encouraging any claims barred hereunder and thereunder, the Company shall be entitled to immediate repayment of the Non-Competition Compensation ("Repayment"). Such Repayment is not in lieu, and shall not derogate from Zamir's covenants and obligations undertaken hereunder and/or in the Separation Agreement. Atlantium may seek, in addition to Repayment, any other remedy available to it under applicable law".

5. זאת אף זאת, גם תוכן מכתב מרשך מיום 14 לסבמבר 2006, בעניין סוגיות המס ואשר נכתב כמענה למכתב מרשתי מיום 12 לסבמבר 2006) אינו מקובל על מרשתי. מרשתי תבקש להפנות שימת לב מרשך לעובדה כי הוא זה העניא במלוא ותשלמי המס חסם הוא תב מעקבות היפרדות הצדדים, וכי אטלנטיום רשאית לעכב סכומים המגיעים (למאורה) למרשך לצורך העברתם לרשויות המס (ור לעניין זה, בין היתר: סי 14 ל – Separation Agreement; וכן סי 4 ל – Non Compete Agreement).
6. אשר על כן ועכת המפורט לעיל, מן הראוי שמרשך יכבד תוראות ההסכמים ויתוכם על המסמכים ללא דיתורי.
7. אין באמור במכתב זה וראו במה שלא נאמר בו כדי לגרוע מטענות מרשתי וראו לפעמי בזכויות חתונות לה על פי כל דין וראו חסכם.

מכבוד רב ודבית,
אשר
עמר-זין

העתק: מר אמיר סהן באמצעות דוא"ל.

Exhibit D2

HERZOG, FOX & NEEMAN

ASIA HOUSE, 4 WEIZMANN ST.
64 239 TEL-AVIV, ISRAEL
TEL: (972-3)-692-2020
FAX: (972-3)-696-6464
EMAIL: hfn@hfn.co.il

| | | | | |
|------------------------|------------------------|------------------------|-----------------------|---------------------|
| MICHAEL FOX | EFRAIM RAM | HAIM GUETA | EFRI BERKOVICH | SHIMON ATTIA |
| YAAKOV NEEMAN | ILANIT LANDESMAN YOGEV | ODELIA OFFER | ORIT HEPHER | MORAN BARNET |
| TUVIA ERLICH | LEOR HODIR | SHARON PETEL | SHIRLY ZOHAR | LIRON GANOT |
| MIR LINDEN | ORY NACHT | MORIA TAM-HARSHUSHANIM | CHAGAI VERED | MORJA KATZ |
| ALAN SACKS | IPAT GINSBURG | IPAT STEINMAN | SHACHAR PORAT | GILAD NEEMAN |
| YAAKOV BRANDT | MAYA RACINE NITZER | VIDAL PEARLMAN | AMIR PERES | IFAT FAGIS |
| ETHUD SOL | ESTHER STERNBACH | YANIV DIMOVITCH | ELAD SHAIUL | EYAL ORGAD |
| JANET LEVY PADMAR | JAN S. WIMPFHEIMER | NIR RABER | KAREN GILMOUR | AMIR BURSTEIN |
| ELIAD BEN-RUBIN | RONI LIBSTER | JAMES FRANKS | DALIA LITAY SHIBOLETH | ERAN BEN-AVI |
| AMIR SERAYA | MENACHEM NEEMAN | RUTH BERGWERK | RONI DULBERG | EFRAIM BEN-AMI |
| Yael (NEEMAN) BAR-SHAI | SHLOMIT SPINDEL | SHIRA MARGALIT-ELBAZ | CLAIRE LYNN | AYA Dvir |
| YAAKOV SHARVIT | KAREN L. ELBURG | RINAT HARUSH | MILJ NEEMAN | AYELET REGAVEM |
| ALON SAHAR | LIAT SHAKED-KATZ | BOAZ MOZRAH | AVIRAZ | EFRAIM RAVEN DASHAN |
| ELIOT SACKS | RUTH DAGAN | NATALI AMIR | OFER GRANOT | MORDI SHABAT |
| BARUCH KATZMAN | GAL ROZENT | TAL DROR SCHWIMMER | MOSHE YAAKOV | LYDIA ASSAF |
| DAVID ZAILER | MAYA ALCEFER-KAPLAN | BARJET FINN | GAL SCHWARTZ | NOA MARGALIT |
| NEIL WILKOF | DOTAN BARUCH | OFIR SEGEV | DANA VOLANOVSKY | DANIEL LOWBER |
| MARK PHILLIPS | HANAN HAVIV | ROBERT WISEMAN | TAL Paldi | NIR DASH |
| ADAM EYTAN | ASHER DOVEV | MORAN YEMINI | REVITAL KATZ | TAL HAMDJ |
| ORLY GERBI | NURIT DAGAN | SAAR PAUKER | Yael ARIEL | ALONA SHAMARDIN |
| MOSHE HARDI | ARNON MAINFELD | GRIY KATZ | OPRA GORDON | ITZIAK SHRAGAY |
| GILAD WEKSELMAN | RONEN BAHARAV | SHAI KAGAN | ERAN WAGNER | SHARON HEFETZ |
| YOSSI ASHKENAZI | ROYI NACHTZON | VAHAV DRORI | NIGEL KRAVITZ | SHARON MAGEN |
| GIL WHITE | RONI TROSH MADERER | KOTEM SILAY | MATTHEW FISHER | |
| ANTHONY LEIBLER | MICHAEL KAMIR | ANAT PAZ | LOUIS GLASS | |
| ELDAD CHAMAM | HANNAH MORDECHAI | RAN HAJ | NATHAN STEINBERG | |
| RANTAL | NAISSON AXELRAD | ARNON TURM | LIR ARIARON | |

1 January 2007

File No: 22960

ENGLISH TRANSLATION OF A LETTER TO ADVOCATE SHLOMI SABAG DATED 10 DECEMBER 2006**ATLANTIUM – ZAMIR TRIBELSKI**

Re: Mr. Amir Cohen's letter to Advocate Sabag dated 18 October 2006; and Advocate Sabag's letter to Amir Cohen dated 3 December 2006.

On behalf of my client Atlantium Technologies Ltd (hereinafter "Atlantium") I am hereby writing to you regarding the letters referred to above.

1. On 18 October 2006, Mr. Amir Cohen, the Chief Financial Officer of my client, provided you with a detailed letter which included 6 annexes regarding Atlantium's intellectual property, to be signed by your client (hereinafter the "Documents").

Attached as Exhibit "A" to this letter is a copy of Mr. Amir Cohen's letter dated 18 October 2006 excluding the annexes relating thereto.

2. Until the date of this letter – more than a month and a half later – your client has yet to sign the Documents although he was obliged to do so under the existing agreements, inter alia, the Separation Agreement dated 12 June 2006 and the Non-Compete Agreement dated 12 June 2006 (collectively the "Agreements").

3. For the purpose of expediting the signing of the Documents, your client's attention is drawn to the following provisions of the Agreements which demonstrate that your client is required to sign the Documents without any further delay:

"9. Undertaking By Zamir. Zamir hereby undertakes to assist the Group, and to take any and all actions required of him by the Group for the fulfillment of Zamir's obligations under this Separation Agreement, including but not limited to Zamir's consent to amend any of the corporate governance agreements, such as the Shareholders Rights Agreement and Articles of Association of ALCY and the Stockholders Rights Agreement of ALUS. Further, Zamir undertakes to sign any written instrument related to intellectual property of the Group, or that is related to the governance of the Group." (See: section 9 of the Separation Agreement; emphasis added).

"3. Ownership of Inventions

... The Executive further agrees as to all such Inventions to assist the Company, or any persons designated by it, in every proper way to obtain and from time to time enforce such Inventions in any way including by way of patents over such Inventions in any and all countries, and to that affect the Executive will execute all documents for use in applying for and obtaining patents over and enforcing such Inventions, as the Company may desire, together with any assignments of such Inventions to the Company or persons or entities designated by it" (See: section 3 Appendix A to Non Compete Agreement).

4. In addition, the fact that Atlantium is not required to transfer the non-competition compensation to your client whilst your client does not comply with the Agreements, is detailed, inter alia, in Section 3 to the Non-Compete Agreement which states that:

"Breach of Covenants.

In the event that Zamir breaches any of the covenants or his obligations undertaken hereunder and/or in the Separation Agreement dated of even date herewith, including but not limited to disparagement of the Company or Group Released Parties (as defined in the Separation Agreement) and including but not limited to filing or encouraging any claims barred hereunder and thereunder, the Company shall be entitled to immediate repayment of the Non-Competition Compensation ("Repayment"). Such Repayment is not in lieu, and shall not derogate from Zamir's covenants and obligations undertaken hereunder and/or in the Separation Agreement. Atlantium may seek, in addition to Repayment, any other remedy available to it under applicable law".

5. Furthermore, the content of your client's letter dated 14 November 2006 regarding tax issues (that was written in response to my client's letter dated 12 November 2006) is not acceptable to my client. My client would like to draw your client's attention to the fact that he was the one who is responsible for all of the tax liabilities which occurred as a consequence of the parties' separation and as such, Atlantium can set off sums that your client alleges he is entitled to in order to transfer them to the Tax Authorities (see inter alia, Section 14 to the Separation Agreement; and Section 4 to the Non-Compete Agreement).
6. In accordance with the above, your client is required to comply with the terms of the Agreements and to sign the Documents without any delay.
7. All and any of our client's rights are hereby reserved in full. Nothing stated or omitted in this letter shall in any manner prejudice such rights.

Yours sincerely

Avi Raz, Adv.

Exhibit E

SEPARATION AGREEMENT

This Separation Agreement and General Release (the "Agreement") is made and entered into this 12 day of June, 2006 (the "Effective Date") by and between Zamir Tribelsky ("Zamir"), Atlantium Technologies Ltd. (formerly Atlantium Lasers (Israel) Ltd., referred to herein as "ALIS"), Atlantium Technologies Inc. (formerly Atlantium Lasers, Inc., referred to herein as "ALUS") and Atlantium Lasers Limited ("ALCY") (ALIS, ALUS, and ALCY shall be collectively referred to as the "Group").

WHEREAS, Zamir is a co-founder of the Group, President of ALUS, Director of ALIS, Director of ALUS, Director of ALCY, Shareholder of ALUS and Shareholder of ALCY;

WHEREAS, Zamir was employed pursuant to a Personal Employment Agreement, dated as of March 13, 2003, by and between ALIS and Zamir (the "Employment Agreement") and acted as Chief Technology Officer of the Group and ALIS;

REDACTED

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N/A

REDACTED

WHEREAS, Zamir has notified ALIS of termination of the Employment Agreement, effective as of September 15, 2006.

NOW, THEREFORE, in consideration of the promises and agreements set forth below, Zamir and the Group agree as follows:


1. Payment. In consideration of the agreements and covenants set forth in this Agreement, the Group agrees to:

- (a) continue to pay Zamir all amounts due to him in accordance with the Employment Agreement, through the Notice Period (as defined in the Employment Agreement), in accordance with Schedule 1 attached hereto.
- (b) as of the end of the Notice Period, transfer ownership of Zamir's Manager's Insurance Scheme and advanced study fund (Karen Hishalmut) to which Zamir is entitled pursuant to clause 2 and 3 of Appendix A of the Employment Agreement, and any other amounts due to Zamir in accordance with the Employment Agreement or any applicable law.

2. Zamir's Actions.

- (a) Zamir hereby resigns from his position as director and officer (as applicable) in ALCY, ALIS and ALUS, effective immediately.
- (b) Zamir shall return to ALIS the vehicle that ALIS has provided Zamir with, no later than the end of the Notice Period.
- (c) Zamir shall return to ALIS the cellular telephone that ALIS has provided Zamir with, no later than the end of the Notice Period.
- (d) Zamir shall return to ALIS any and all Group's equipment, documentation, computers, utilities, and any and all other property of ALIS, no later than the last day of the Notice Period.
- (e) Zamir shall exercise all the Option Stock (subject to Board of Director approval to accelerate all vesting to take place as of September 15, 2006) that is exercisable as of the Effective Date.
- (f) Zamir herewith executes those documents required so that ALUS may complete the share issuances for Series A, Series A-1 and Series A-2 rounds of financing that have taken place prior to the date hereof, including relevant stockholders' consent.

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N/A 

Group, the Group's stock option plans and Zamir's separation of employment from the Group and ALIS.

The Group Released Parties release Zamir from any and all liability, claims, demands, actions, causes of action, suits, grievances, debts, sums of money, agreements, promises, damages, costs, expenses, attorneys' fees, and remedies of any type, regarding any act, failure to act, omission or circumstances, whether arising under law, contract, tort, equity or otherwise, including without limitation all liabilities created as a result of the negligence, gross negligence and willful acts of any of Zamir that occurred up to and including the date on which Zamir signs this Agreement ("Zamir Release"), provided that Zamir is in full compliance with all of Zamir's contractual obligations pursuant to this Agreement and the transactions contemplated herein, towards the Group Released Parties. The Zamir Release shall be null and void upon any breach of any of Zamir's Contractual obligations towards the Group Released Parties.

Zamir further acknowledge that in return for the Release he received compensation under this Agreement which is significantly higher than what Zamir was owed by the Group.

The term "Group Released Parties" shall mean ALCY, ALUS, ALIS and any of their past or present employees, representatives, administrators, agents, officials, officers, directors, shareholders, divisions, parents, subsidiaries, successors, affiliates, consultants, employee benefit plans (and their sponsors, fiduciaries, or administrators), insurers, and attorneys, each only with reference to their capacity as such.

6. No Encouragement of Claims. Zamir will not encourage or assist any person or entity who files a lawsuit, charge, claim or complaint against any of the Group Released Parties unless he is required to render such assistance pursuant to a lawful subpoena or other legal obligation.

7. Non-Disparagement. Zamir, the Group and ALIS agree not to make any oral or written statement to any party that disparages, defames, or reflects adversely upon the other or upon the Group Released Parties, their products and services.

8. Confidentiality. Except as may be specifically required by law, Zamir agrees that he will not (without the prior written consent of the Group and ALIS) disclose, publish, indicate, or in any manner communicate, the terms and provisions of this Agreement to any other person or entity except: (a) as may be required by law; (b) to his accountant and/or financial advisor to the extent necessary to prepare his tax returns; (c) to his attorney; and (d) to his spouse. Zamir further agrees that prior to any such authorized disclosure, he will inform each such person to whom disclosure is to be made that the terms of the Agreement are confidential and he will secure the agreement of each such person to whom disclosure is to be made that the terms of the Agreement are confidential and he will secure the agreement of each such person to maintain the confidentiality of the terms and provisions of the Agreement.

9. Undertaking By Zamir. Zamir hereby undertakes to assist the Group, and to take any and all actions required of him by the Group for the fulfillment of Zamir's obligations under this Separation Agreement, including but not limited to Zamir's consent to amend any of the corporate governance agreements, such as the Shareholders Rights Agreement and Articles of Association of ALCY and the Stockholders Rights Agreement of ALUS. Further, Zamir undertakes to sign any written instrument related to intellectual property of the Group, or that is related to the governance of the Group.

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10. Internet Web Site. ALIS shall post on Atlantium's web site within a reasonable time, a page under the section of Company/History, which shall refer to Zamir's past position with the company as a co-founder, inventor, and CTO.

11. Knowing and Voluntary Walver. Zamir acknowledges that: (a) he has carefully read this Agreement and fully understands its meaning and effect; (b) he had a full and adequate opportunity and reasonable time period to review this Agreement with an attorney of his choosing before he signed it; (c) he was not coerced into signing the Agreement; (d) he agrees to all the terms of the Agreement and is entering into the Agreement knowingly, voluntarily, and with full knowledge of its significance; and (e) the only consideration for his signing the Agreement are the terms stated herein, and no other promises or representations of any kind have been made by any person or entity to cause him to sign the Agreement.

12. Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of Israel, and shall be subject to the sole jurisdiction of the competent courts of the District of Tel-Aviv Yaffo, without regard to the conflict of law principles.

13. Severability. The provisions of this Agreement shall be severable and the invalidity of any provision shall not affect the validity of the other provisions; provided, however, that upon any finding by a court of competent jurisdiction that if Section 2 herein, is illegal, void or unenforceable, Zamir agrees (at the Group's option) to promptly execute a covenant that is legal and enforceable or to return promptly to the Group the full amount paid to him pursuant to this Agreement.

14. Tax Consequences. Zamir shall bear all tax payments deriving from the payments granted under this Separation Agreement. ALIS shall be entitled to withhold any tax pursuant to applicable law for transfer to the Israel Tax Authority.

[Remainder of page intentionally blank]

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Intending to be legally bound, the parties execute this Separation Agreement as of the date first written above.

Zamir Tribelsky

Atlantium Technologies Ltd. /

By: 

Dated: 19/06/06.

Dated: _____

Atlantium Technologies Inc.

Atlantium Lasers Limited

By: 

By: 

Dated: _____

Dated: _____

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Exhibit F

Non Compete Agreement

This agreement (this "Agreement") is made and entered into as of June 12, 2006 in Beit Shemesh

- By and between -

Atlantium Technologies Ltd, company existing under the laws of the State of Israel, having its
main place of business at
Hartov Industrial Area
Beit Shemesh, Israel
(hereinafter: "Atlantium")

- And -

Zamir Tribelsky, residing at
Hador Street number 64, Mevaseret Zion,
Zip Code 90805
ISRAEL
(hereinafter: "Zamir")

WITNESSETH

WHEREAS, Zamir is co-founder, inventor and the Chief Technology Officer of Atlantium; and
WHEREAS, Zamir notified Atlantium on March 15, 2006 that he will terminate his employment
with Atlantium as of September 15, 2006 ("Employment Termination Date"); and
WHEREAS, Zamir prior obligations not to compete with Atlantium may expire on September 15,
2007; and
WHEREAS, in addition to any obligation of Zamir under applicable law and by virtue of the
current contractual relationship between the parties, Atlantium desires to maintain
and ensure Zamir's undertaking not to compete with Atlantium and its parents,
subsidiaries and affiliates (referred to collectively as Atlantium herein), shall be
extended pursuant to the terms and conditions set forth in this Agreement, and Zamir
agrees not to so compete on such terms and conditions;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Intellectual Property and Confidentiality

1.1. Zamir acknowledges that, from the date he first became associated with

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he had access to confidential and proprietary information concerning Atlantium, its products and business, and information and technology from Atlantium's product research and development, including without limitation, research and development plans, customers, suppliers, trade secrets, and test results, processes, data know-how, improvements, inventions, formulae, designs, patents, patent applications, software, algorithms, computer processing systems, techniques and products (actual or planned). Such information, whether documentary, written, oral or computer generated, shall be deemed to be referred to as "Proprietary Information".

- 1.2. Zamir hereby agrees that the Undertaking attached as Appendix B to the Employment Agreement executed by Zamir for the benefit of Atlantium and dated March 13, 2003 (attached hereto as Appendix A) shall be extended until expiration on the date that is thirty six (36) months following the Employment Termination Date.
- 1.3. Notwithstanding the aforesaid, and at the request of Zamir, Atlantium hereby clarifies that Zamir's Undertaking not to compete (attached hereto as Exhibit A) does not include and shall not cover personal aviation devices. Zamir is free to explore any business opportunity in the fields of flight, avionics and manned and unmanned personal, or industrial, or commercial, domestic, or governmental aviation devices, for as long as it does not involve water purification and treatment devices and systems. Atlantium waives any claims related to any of Zamir's Inventions (as defined in the Undertaking) related to personal aviation devices.

- 3 -

- 2.3. In Agreement, Atlantium shall pay Zamir US\$120,000 (one hundred and twenty thousand dollars) plus the applicable Value Added Tax ("Non Competition Compensation"). The Non Competition Compensation shall be paid in twelve (12) equal monthly installments of US\$10,000 (ten thousand dollars). The monthly installments shall be made, in New Israeli Shekels within 15 days from the last day of the month that an invoice was properly submitted to Atlantium by Zamir, commencing September 15, 2006.

3. Breach of Covenants.

In the event that Zamir breaches any of the covenants or his obligations undertaken hereunder and/or in the Separation Agreement dated of even date herewith, including but not limited to disparagement of the Company or Group Released Parties (as defined in the Separation Agreement) and including but not limited to filing or encouraging any claims barred hereunder and thereunder, the Company shall be entitled to immediate repayment of the Non-Competition Compensation ("Repayment"). Such Repayment is not in lieu, and shall not derogate from Zamir's covenants and obligations undertaken hereunder and/or in the Separation Agreement. Atlantium may seek, in addition to Repayment, any other remedy available to it under applicable law.

4. Tax Consequences.

Zamir shall bear all tax payments deriving from the payments granted under this Agreement. Atlantium shall be entitled to withhold any tax pursuant to applicable law for transfer to the Israel Tax Authority.

5. Miscellaneous

- 5.1. Each of Atlantium and Zamir confirm they are not limited, by agreement, by law, or in any other way, from signing this Agreement.
- 5.2. Zamir is prohibited from assigning any of its obligations or rights under this Agreement to any third party without the express prior written consent of Atlantium. Atlantium may assign any of its obligations or rights under this Agreement to any third party.
- 5.3. For purposes of any undertaking of Zamir toward Atlantium under this Agreement, the term Atlantium shall include any parent company, subsidiaries and affiliates of Atlantium.
- 5.4. The preamble to this Agreement and the exhibits attached hereto constitute an integral part hereof.
- 5.5. The headings of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in interpreting this Agreement.
- 5.6. The addresses of the parties are as set forth in the preamble to this Agreement. All notices required to be delivered under this Agreement shall be effective

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only if in writing and shall be deemed given by the party required to provide notice one week after it was mailed by registered mail, or immediately after it was delivered personally.

- 5.7. This Agreement constitutes the entire agreement between the parties with respect to the matters referred to herein, and no other, arrangement, understanding or agreement, verbal or otherwise, shall be binding upon the parties hereto.
- 5.8. This Agreement may not be amended or modified except by the written consent of the parties hereto.
- 5.9. This Agreement shall be governed by and interpreted in accordance with the laws of Israel, and shall be subject to the sole jurisdiction of the competent courts of the District of Tel-Aviv Yaffo, without regard to the conflict of law principles.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first above written.

Atlantium Technologies Ltd.

Signature

Name (Print)

Title

Zanur Tribelsky

Signature

Name (Print)

Title

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